



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Garthwaite Burke
Second District

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Third District

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Fifth District

October 2, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS OF TWO
AGREEMENTS WITH WEINGART CENTER ASSOCIATION TO JWCH INSTITUTE, INC.**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 7 to Agreement No. H-208217 (Residential/Emergency Housing), substantially similar to Exhibit I, and Amendment No. 7 to Agreement No. H-208214 (Residential/Transitional Housing), substantially similar to Exhibit II, with the JWCH Institute, Inc. ("JWCH") and Weingart Center Association ("WCA") for the assignment of rights and delegation of duties from WCA to JWCH, for the continued provision of HIV/AIDS housing services, effective upon date of Board approval through February 29, 2004.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

JWCH is a 501(C)3 non-profit organization and currently provides other HIV/AIDS services including case management services through various contracts with the County.

Currently, both WCA and JWCH serve the same clients with the former providing residential care services and the latter, as stated above, providing case management services. In the interest of enhancing administrative reporting and operational requirements as well as assuring that clients receiving residential care also receive case management services, JWCH has agreed to assume responsibility for the provision of residential housing and to integrate the programs included in the two agreements listed above into their current operational structure. It was agreed to by both agencies to transfer these services to JWCH because the agency already provides a wide array of services that will allow them to furnish residential housing in an efficient and timely manner.

Approval of the delegation of duties and assignment of rights of the agreements will provide for continuity of HIV/AIDS residential housing services through February 29, 2004.

FISCAL IMPACT/FINANCING:

There are no costs associated with the recommended action. The maximum obligation of the Residential Emergency Housing Services Agreement No. H-208217 is \$29,936, for the period of March 1, 2003 through February 29, 2004. The maximum obligation of the Residential Transitional Housing Services Agreement No. H-20814 is \$66,601, for the period of March 1, 2003 through February 29, 2004. Both agreements are 100% offset by Federal CARE Act Year 13 funding.

Funding is included in the FY 2003-04 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1997, the County has contracted with WCA to provide HIV/AIDS Residential/Emergency Housing and Residential/Transitional Housing services. Both contracts are currently slated to expire on February 29, 2004.

On February 24, 2003, the Department of Health Services (DHS) received joint notification of WCA's intent to assign Agreement No. H-208217 to JWCH for the continued provision of HIV/AIDS Residential/Emergency Housing services and Agreement No. H-208214 for HIV/AIDS Residential/Transitional Housing services. This notification also indicated JWCH's willingness to assume responsibility for these services and to incorporate the programs into their current operation effective upon date of Board approval through February 29, 2004.

Provisions of the existing agreements require the County's written consent for the delegation of duties or assignment of rights.

No other provisions of the agreements are changed by the assignment. Safety Surrendered Baby Language is included in the agreements.

The documentation regarding the transfer of WCA's two HIV/AIDS agreements for residential housing services has been reviewed by the Department's Contracts and Grants Division, the Audit and Compliance Division and by County Counsel.

Exhibits I and II have been reviewed and approved as to form by County Counsel.

Attachment A provides additional information.

CONTRACTING PROCESS:

Not applicable.

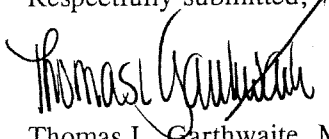
The Honorable Board of Supervisors
October 2, 2003
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommendation will allow HIV/AIDS residential housing services to continue uninterrupted at the same level of funding as they currently exist.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite", with a long horizontal stroke extending to the right.

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:rb

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

cd2343.rb.wpd

ATTACHMENT A

SUMMARY OF ASSIGNMENT OF AGREEMENT

TYPE OF SERVICES:

Assignment of rights and delegation of duties from Weingert Center Association to JWCH Institute, Inc. for the continued provision of HIV/AIDS residential housing services.

TRANSER FROM:

Weingart Center Association
566 South San Pedro Street
Los Angeles, California 90013
Attention: John F. King, Pres./CEO
Telephone: (213) 627-9000

TO:

JWCH Institute, Incorporated
1910 West Sunset Boulevard, Suite 660
Los Angeles, CA 90026
Attention: Phyllis A. Paxton, Executive Director
Telephone: (213) 484-1186

TERM:

H-208217 HIV/AIDS Residential/Emergency Housing Services Date of Board Approval through February 29, 2004.

H-208214 HIV/AIDS Residential/Transitional Housing Services Date of Board Approval through February 29, 2004.

EXHIBIT I

Contract No. H-208214

APPROVAL OF DELEGATION OF DUTIES AND ASSIGNMENT
OF RIGHTS OF AGREEMENT

AMENDMENT NO. 7

THIS APPROVAL OF ASSIGNMENT OF AGREEMENT is made and entered
into this _____ day of _____, 2003,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	WEINGART CENTER ASSOCIATION (hereafter "WCA")
and	JWCH INSTITUTE, INC. (hereafter "JWCH")

WHEREAS, on June 3, 1997, County and WCA entered into a
HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY
SYNDROME ("AIDS") RESIDENTIAL TRANSITIONAL HOUSING SERVICES
AGREEMENT with County's Department of Health Services, Office of
AIDS Programs and Policy ("OAPP"), further identified as
Agreement No. H-208214; and

WHEREAS, on February 21, 2003, Contractor notified County
that they were delegating their rights and duties under Agreement
No. H-208214 to JWCH; and

WHEREAS, Paragraph 19, "PROHIBITION AGAINST ASSIGNMENT AND
DELEGATION" of Agreement No. H-208214 prohibits Contractor from

delegating its duties or assigning its rights thereunder without prior written consent of County.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective on the date of approval by County's Board of Supervisors, all of Contractor's rights and duties under H-20814 will be assigned and delegated by WCA to JWCH.

2. County consents to such assignment and delegation.

3. Any amounts due under Agreement No. H-208214 from County for Contractor services which have not yet been paid, shall be paid to JWCH.

4. Paragraph 52, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"52. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

5. Paragraph 53, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"53. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with poster to be used.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Delegation of Duties and Assignment of Rights to be subscribed by its Director of

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Health Services and WCA and JWCH have caused the same to be
subscribed in their respective behalf by their duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

WEINGART CENTER ASSOCIATION
Contractor-Assignor/Delegator

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE
LLOYD W. PELLMAN
County Counsel

JWCH INSTITUTE, INC.
Contractor-Assignee/Delegatee

By _____
Signature

APPROVED AS TO CONTRACT
ADMINISTRATION:

Print Name

By _____
Acting Chief, Contracts
and Grants Division

Title _____
(AFFIX CORPORATE SEAL)

08/18/03
CD3038

EXHIBIT II

Contract No. H-208217

APPROVAL OF DELEGATION OF DUTIES AND ASSIGNMENT
OF RIGHTS OF AGREEMENT

AMENDMENT NO. 7

THIS APPROVAL OF ASSIGNMENT OF AGREEMENT is made and entered
into this _____ day of _____, 2003,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	WEINGART CENTER ASSOCIATION (hereafter "WCA")
and	JWCH INSTITUTE, INC. (hereafter "JWCH")

WHEREAS, on April 1, 1997, County and WCA entered into a
HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY
SYNDROME ("AIDS") RESIDENTIAL EMERGENCY HOUSING SERVICES
AGREEMENT with County's Department of Health Services, Office of
AIDS Programs and Policy ("OAPP"), further identified as
Agreement No. H-208217; and

WHEREAS, on February 21, 2003, Contractor notified County
that they were delegating their rights and duties under Agreement
No. H-208217 to "JWCH"; and

WHEREAS, Paragraph 19, "PROHIBITION AGAINST ASSIGNMENT AND
DELEGATION" of Agreement No. H-208217 prohibits Contractor from

delegating its duties or assigning its rights thereunder without prior written consent of County.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective date of Board approval, all rights and responsibilities under Agreement No. H-208217 have been assigned and delegated by WCA to JWCH.

2. County consents to such assignment and delegation.

3. Any amounts due under Agreement No. H-208217 from County for Contractor services which have not yet been paid, shall be paid to JWCH.

4. Paragraph 52, NOTICE TO EMPLOYEE REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"52. NOTICE TO EMPLOYEE REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

5. Paragraph 53, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to the ADDITIONAL PROVISIONS of the Agreement as follows:

"53. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with poster to be used.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Delegation of Duties and Assignment of Rights of Agreement No. H-208217 to be

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subscribed by its Director of Health Services and WCA and JWCH have caused the same to be subscribed in their respective behalf by their duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

WEINGART CENTER ASSOCIATION
Contractor-Assignor/Delegator

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE
LLOYD W. PELLMAN
County Counsel

JWCH INSTITUTE, INC.
Contractor-Assignee/Delegatee

By _____
Signature

APPROVED AS TO CONTRACT
ADMINISTRATION:

Print Name

By _____
Acting Chief, Contracts
and Grants Division

Title _____
(AFFIX CORPORATE SEAL)

08/18/03
CD3037